

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arctic Glacier Vernon Inc.		02/13/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THE TORONTO-DOMINION BANK		
Street Address:	ROYAL TRUST TOWER, 77 KING STREET WEST		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3452222	FROZEN DIAMONDS	
Registration Number:	3456523	"FROZEN DIAMONDS"	
CORRESPONDENCE DATA			
Fax Number:	(202)659-9344		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(202) 659-9076		
Email:	SGJdocketing@roylance.com		
Correspondent Name:	Stephen G. Janoski		
Address Line 1:	1300 19th Street, NW		
Address Line 2:	Suite 600		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	54693		
DOMESTIC REPRESENTATIVE			

OP \$65.00 3452222

900155049

TRADEMARK  
REEL: 004151 FRAME: 0688

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Casimir Cook

Signature:

/Casimir Cook/

Date:

02/18/2010

Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT**  
(Arctic Glacier Vernon Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between **ARCTIC GLACIER VERNON INC.**, a California corporation (the "Debtor"), and **THE TORONTO-DOMINION BANK**, as Master Collateral Agent, as defined below (the "Secured Party"), and is executed pursuant to the Benefited Creditor Documents (as defined in that certain Second Amended and Restated Intercreditor Agreement dated as of February \_\_\_\_\_, 2010, among, *inter alia*, The Toronto-Dominion Bank, as Senior Facility Agent, under the Senior Facility Loan Agreement, CPPIB Credit Investments Inc., as Subordinated Facility Agent under the Subordinated Facility Loan Agreement, and The Toronto-Dominion Bank, as Master Collateral Agent, future creditors and such parties thereto as the same may be amended, modified, supplemented, restated or replaced from time to time (the "Intercreditor Agreement").

Recitals:

A. The Debtor is a party to that certain Master U.S. Security Agreement dated as of December 9, 2004, in favor of Secured Party (as amended, restated, or otherwise modified, the "Security Agreement").

B. Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, which include, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations (as defined under the Intercreditor Agreement).

C. All terms not defined in this Agreement shall have the same meanings herein as are defined in the Intercreditor Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without

limitation, damages or payments for past or future infringements of any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) each trademark registration ("Trademark Registration"); and (c) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Benefited Creditor Documents and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Governing Law; Choice of Forum; Service of Process. (a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS OTHER THAN §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC OF THE STATE OF NEW YORK; PROVIDED THAT SECURED PARTY AND BENEFITED CREDITORS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER BENEFITED CREDITOR DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED

STATES OF AMERICA LOCATED IN NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF DEBTOR, SECURED PARTY AND BENEFITED CREDITORS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF DEBTOR, SECURED PARTY AND BENEFITED CREDITORS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (i) SECURED PARTY AND BENEFITED CREDITORS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTY OR BENEFITED CREDITORS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS SECURED HEREBY AND (ii) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.


(c) DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE DEBTOR AT ITS ADDRESS SET FORTH IN THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILS POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY OR THE BENEFITED CREDITORS TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 13 day of February, 2010.

DEBTOR:

ARCTIC GLACIER VERNON INC.,  
a California corporation

By:   
Print: Keith W. McMahon  
Its: President

SECURED PARTY:

THE TORONTO-DOMINION BANK,  
as Master Collateral Agent

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT

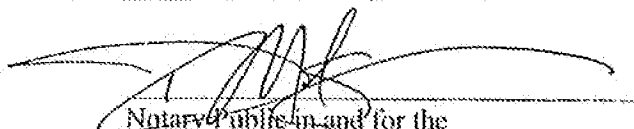
THE PROVINCE OF MANITOBA

§  
§  
§

CANADA \_\_\_\_\_

Before me Dale R. Melanson on this day personally appeared Keith W. McMahon, President of ARCTIC GLACIER VERNON INC., a California corporation, known to me ~~for~~ proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13<sup>th</sup> day of February, A.D., 2010.

  
Notary Public in and for the  
Province of Manitoba

\_\_\_\_\_  
Printed Name of Notary Public:

My Commission Expires:

N/A

**DALE R. MELANSON**

A NOTARY PUBLIC

IN AND FOR THE PROVINCE OF MANITOBA

**AIKINS, MacAULAY & THORVALDSON LLP**

**30th FL., 360 MAIN STREET**

**WINNIPEG, MANITOBA R3C 4G1**

THE PROVINCE OF \_\_\_\_\_ §  
CANADA \_\_\_\_\_ §

Before me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE TORONTO-DOMINION BANK, as Master Collateral Agent, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of February, A.D., 2010.

\_\_\_\_\_  
Notary Public in and for the  
Province of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public:

My Commission Expires:  
\_\_\_\_\_

After recording, return to:  
THE TORONTO-DOMINION BANK,  
as Master Collateral Agent  
Royal Trust Tower  
77 King Street West  
18th Floor  
Toronto, Ontario, Canada M5K 1A2  
Attn: Vice President, Loan Syndications-  
Agency (Re: Arctic Glacier)



Schedule I  
to  
Trademark Security Agreement

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods & Services
Arctic Glacier Vernon, Inc.	U.S.	Frozen Diamonds	No. 3,453,222	Registration Date 6/24/08	International Class 030; U.S. Class 046
Arctic Glacier Vernon Inc.	U.S.	Frozen Diamonds and Design	No. 3,456,523	Registration Date 7/1/08	International Class 030; U.S. Class 046